

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Bainbridge Law Group, P.C.  
4 San Joaquin Plaza  
Suite 350  
Newport Beach, CA 92660  
Attn: Roni D. Jackson

800-682-0088

(space above for Recorder's use only)

**ASSIGNMENT AND ASSUMPTION OF SITE LEASE AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF SITE LEASE AGREEMENT (this "Assignment"), dated as of this thirtieth (30<sup>th</sup>) day of June 2005, is entered into by and between CRICKET COMMUNICATIONS, INC. and CHASETEL REAL ESTATE HOLDING COMPANY, INC., its wholly-owned subsidiary (collectively, "Assignor"), and MOUNTAIN UNION TELECOM, LLC ("Assignee"), in connection with that certain Purchase and Sale Agreement by and between Assignee and Cricket Communications, Inc., on behalf of itself and its wholly-owned subsidiaries, dated as of March 11, 2005 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

In consideration of these premises and of the mutual promises, agreements and covenants of the parties contained herein, and to facilitate the performance of the Agreement, it is agreed as follows:

1. **Assignor Certification.** Assignor represents, certifies, and warrants to Assignee that, except as disclosed by Assignor to Assignee in the Agreement or otherwise in writing prior to the date hereof, it has no knowledge of the presence of any Claims (except for the Permitted Liens, as defined in the Agreement) with respect to the Site or the Ground Lease, as defined below, related to any periods on or prior to the Closing Date. As used herein, "Claim" means any action, suit, proceeding, liability (whether potential or actual), claim, investigation (whether pending or otherwise), judgment, or demand of any kind or nature.
2. **Assignment.** Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to that certain Site Lease Agreement dated as of December 18, 2000, as amended by that certain Amendment dated June 27, 2003, a copy of which (with rent provisions redacted) is attached hereto and incorporated herein as "Exhibit A" (the "Ground Lease" herein), together with all of Assignor's right, title and interest in and to all Easements, rights-of-way and similar rights that provide access/egress for vehicles, pedestrians, utilities and the like to/from the property that is the subject of the Ground Lease. A Memorandum of Lease and Option was recorded on January 29, 2002 in the Official Records of DeSoto County, Mississippi at Book 92, Pages 645-650. The Owner of the property has consented to this Assignment of the Ground Lease pursuant to that certain

MEM-037 Ground Lease Assignment

Bainbridge Law

Ground Lessor Consent dated as of April 11, 2005 (the "Consent"), which Consent is attached hereto and incorporated herein as Exhibit "B."

3. Assumption. Assignee, on and as of the Closing Date, unconditionally assumes and agrees to pay, perform and discharge when due, upon the terms and subject to the conditions of the Agreement, each and all of the Assumed Liabilities, as defined in Section 2.3(a) of the Agreement, with respect to the Ground Lease to the extent that the same arise on or after the Closing Date. Assignor shall remain responsible for all liabilities with respect to the Ground Lease prior to the Closing Date, and shall, at all times prior and subsequent to the Closing Date, continue to be responsible for all liabilities pertaining to the Ground Lease, if any, that are not included in the Assumed Liabilities.

4. Assignor's Covenant of Cooperation. Assignor warrants that it will take such further actions and execute such further instruments as Assignee may reasonably request from time to time to perfect Assignor's assignment of the foregoing Ground Lease to Assignee.

5. Assignee's Covenant of Cooperation. Assignee warrants that it will take such further actions and execute such further instruments as Assignor may reasonably request from time to time consistent with the final transfer of the Ground Lease to Assignee.

6. Counterparts. This Assignment may be executed in counterparts, each of which, when taken together, shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Site Lease Agreement as of the day and year first above written.

**MOUNTAIN UNION TELECOM, LLC**  
 ("Assignee")

By: \_\_\_\_\_

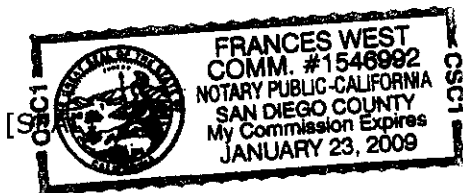
David E. Weisman  
 President

STATE OF CA )  
 ) ss.  
 COUNTY OF San Diego )

On 11.28 2005, before me, Frances West,  
 Notary Public, personally appeared  
David Weisman

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Frances West  
 Notary Public

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Site Lease Agreement as of the day and year first above written.

**CRICKET COMMUNICATIONS, INC.**  
**(together with Chasetel Real Estate Holding Company, Inc., "Assignor")**

By: Stefan C. Karnavas

Print Name: Stefan C. Karnavas

Print Title: Vice President

STATE OF CA )  
COUNTY OF San Diego ) ss.

On 6.29 2005, before me, Frances West,  
Notary Public, Stefan Karnavas personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Frances West  
Notary Public

**EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**GROUND LEASE AGREEMENT WITH RENT PROVISIONS REDACTED**

[See attached.]

MEM-037 Ground Lease Assignment

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## Site Lease Agreement

THIS SITE LEASE AGREEMENT ("**Agreement**") is entered into this day of December 18 of 2000, ("**Effective Date**") by and between **Delta Industries, Inc.**, a Mississippi corporation ("**Lessor**") and **Chasetel Real Estate Holding Company**, a Tennessee corporation ("**Lessee**").

The parties hereto agree to the following terms and conditions:

1. **Premises.** For and in consideration for payment of One Dollar (\$1.00), the receipt and sufficiency which is hereby acknowledged, Lessor hereby leases to Lessee upon the terms and conditions set forth below, a portion of Lessor's real property located at 10270 Highway 178, Olive Branch, MS 38654 (hereinafter the "**Property**" and more fully described in Exhibit A, together with easements for parking, access and utilities, as provided herein). The portion of the Property subject to this Agreement is defined as the "**Premises**" as described in Exhibit B.

2. **Use.** The Premises may be used by Lessee for any lawful activity related to providing wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, installation, maintenance and operation of related communication facilities (the "**Communications Facilities**" Exhibit C). The Communications Facilities may include, without limitation, structures, sleeves, conduit, global positioning satellite antennas, microwave equipment and antennae, radio frequency equipment, primary, backup and temporary power units, interconnection equipment, equipment cabinets, wiring, lines, conduits, pipes, accessory cable and related facilities necessary for Lessee's providing wireless communication services. Lessee may construct, install, operate, maintain, repair, secure, replace or remove the Communications Facilities, including sleeves, conduit and cable across the Property to serve the Premises. However, under no circumstances will the use of Communications Facilities, or any related activity of Lessee, interfere with the business operations of Lessor. It is agreed that Lessee's Communications Facilities shall not be deemed "fixtures" or permanent attachments to Lessor's Property. The Communications Facilities shall remain the personal property of the Lessee. Moreover, Lessor waives any interest that it may have, including but not limited to, Lessor's lien or similar rights in Lessee's Communications Facilities.

3. **Term of Lease.** Lessor shall lease to Lessee and Lessee shall lease from the Lessor the Premises for an initial term of five (5) years ("**Lease**") commencing on the earlier of (i) JANUARY 1, 2001 or (ii) installation of the Communications Facilities ("**Commencement Date**"). Lessee may extend this Lease for three (3) additional terms of five (5) years each. This Lease is automatically renewed for each successive renewal term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the original term or any renewal term. Each renewal shall be on the same terms and conditions set forth herein.

4.

5. **Improvement; Access.** Lessee may at any time following the Effective Date of this Agreement enter the Premises to perform engineering surveys, inspections (and soil tests where applicable) and other reasonably necessary test to determine the suitability of the Premises for Lessee's Communications Facilities. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, Lessee may terminate this Agreement. The final plans and precise location of the Communications Facilities shall be subject to approval by Lessor which shall not be unreasonably withheld, conditioned or

delayed. Approval will be given by Lessor to Lessee by initialing and returning to Lessee a copy of the final plans within five (5) business days. Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's business operations. However, under no circumstance will the use of Communications Facilities, or any related activity of Lessee, interfere with the business operations of Lessor. All of Lessee's construction and installation work shall be performed at Lessee's cost and expense and in a good and workmanlike manner. Lessor agrees to provide Lessee, its employees, agents and subcontractors access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no additional charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, install, maintain, and operate its Communications Facilities. Where necessary, Lessor shall maintain all access from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and the Communications Facilities. However, under no circumstance will the use of Communications Facilities, or any related activity of Lessee, interfere with the business operations of Lessor. Lessee shall pay for all public utilities furnished to the Premises for its use throughout the term hereof, and all other costs and expenses in connection with Lessee's use, operation and maintenance of the Premises and all Lessee's activities conducted thereon. Upon the expiration, cancellation or termination of this Agreement, Lessee will remove its Communications Facilities, repair any damages caused by installation and removal and surrender the Premises to Lessor in good and broom clean condition, less ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities.

6. **Interference.** Lessor shall not use, nor shall Lessor permit its tenants, licensees, invitees or agents to use, any portion of Lessor's Property in any way which interferes with the operations of Lessee. A breach of the provision of this Paragraph 6 shall be deemed a material breach by Lessor, and Lessor shall promptly terminate said interference. If the interference does not cease within twenty-four (24) hours after notice is given to Lessor, the parties acknowledge that continuing interference will cause irreparable injury to Lessee's business. Lessee shall have the right, in addition to any other rights or remedies that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Agreement immediately upon notice to Lessor.

7. **Taxes.** Lessee shall pay any personal property taxes assessed against the Communications Facilities. Lessor shall pay when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall pay as additional Rent, any increase in real property taxes levied against the Premises which is directly caused by Lessee's use of the Premises, so long as Lessor furnishes proof of such increase to Lessee.

8. **Termination.** This Agreement may be terminated on thirty (30) days written notice as follows (unless a shorter time period is otherwise provided in this Agreement): (i) by either party upon a default of any covenant or term hereof by the other party if the default is not cured within sixty (60) days of receipt of written notice of default (unless a shorter time period is otherwise provided in this Agreement); (ii) by Lessee for any reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction and operation of its Communications Facilities; (iv) by Lessee if it is unable to occupy and utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, without limitation, a take back of channels or change in frequencies; (v) by Lessee if it determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference exclusive of the nature and type contemplated above in Paragraph 6.

Upon termination, neither party shall have any further rights, obligations or liabilities to the other except: (i) with respect to provisions of this Agreement which by their intent and context survive termination; (ii) where termination is by reason of breach or default of the other party, with respect to such breach or default; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.

9. **Destruction of Premises; Condemnation.** If the Premises or the Communications Facilities are destroyed or damaged so as in Lessee's judgment to hinder the effective use of the Communications Facilities, Lessee may, at its option, elect to (i) terminate this Agreement as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction, whereupon all rights and obligations of the parties shall cease as of the date of the damage or destruction, or (ii) undertake to repair such damages at Lessee's expense, whereupon Rent shall abate during such period of repair and Lessee shall receive a credit against future Rent owing or to be owing pursuant to this Lease, such credit to be in an amount equal to the amount Lessee expends to repair such damages. If the whole of the Premises, or any portion thereof, which, in Lessee's judgment, renders the balance of the Premises unsuitable for Lessee's normal operations, are taken by any public or quasi-public authority by condemnation, or sold under threat or in lieu of any such taking, whether separately or as part of Lessor's Property, this Agreement shall terminate as of the date possession is delivered to the condemning authority. Lessee shall have the right to participate in all condemnation proceedings and/or negotiations regarding the Premises and shall have the right to any award specifically designated as compensation for Lessee's interest under this Agreement, the value of Lessee's buildings, equipment, trade fixtures and personal property on the Premises, the cost of removal of the Communications Facilities or any other amounts recoverable under condemnation law.

10. **Insurance.** Lessee will carry commercial general liability insurance in an aggregate amount of \$1,000,000.00 and name Lessor as an additional insured on the policy or policies. Lessor and Lessee shall look initially to insurance for loss due to any peril that is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party.

11. **Assignment and Subletting.** Lessee may assign its rights hereunder or sublease all or a portion of the Premises upon written notice to Lessor. Lessee may mortgage or grant a security interest in this Agreement, the Lease and the Communications Facilities and, in connection therewith, Lessee may assign this Agreement, the Lease and the Communications Facilities to any such mortgages or holders of security interests, including their successors or assigns (hereafter, collectively referred to as "Mortgagees"), using such security agreements and other documents as are reasonable and customary for such collateral assignments. Any Mortgagees, in order to protect such Mortgagees' interests with respect to Lessee's interest in this Agreement, the Lease and the Communications Facilities, may file or record such documentation as is normal and customary in order to protect the interests of such Mortgagees.

12. **Title and Quiet Enjoyment.** Lessor warrants that it has full right, power, and authority to execute this Agreement. Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the term of the Lease or any renewal thereof. Lessee may obtain a title report or leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title, liens, encumbrances or other defects which may adversely affect Lessee's use of the Premises or expose it to liability, Lessee may terminate this Agreement immediately upon written notice to Lessor. Upon commencement, Lessor agrees to use reasonable, good faith efforts, at no cost to Lessor, to obtain from each holder of any underlying lease, mortgage, land sales contract, deed of trust or other existing lien rights affecting the Premises, an executed, recordable document, substantially in the form attached hereto as Exhibit D, whereby such holder agrees to recognize and not disturb this Agreement and the Lease so long as Lessee or its permitted successors is not in material breach of this Agreement.

13. **Environmental.** Lessor represents and warrants that the Property has not been used for the generation, storage, treatment or disposal of hazardous substances. In addition, Lessor represents that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or about the Property. "Hazardous substances" means any waste or materials defined in any federal, state, or local environmental or safety regulation, including but not limited to, CERCLA. In the event that any environmental claims are asserted against Lessee (except for (i) environmental claims caused solely by Lessee or (ii) environmental claims caused in part by Lessee and not caused by Lessor), Lessor agrees to hold Lessee harmless and indemnify and defend it for any claims or losses, including, without limitation, costs for site evaluation, clean-up, attorney's fees and court costs.

The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the term of this Lease and any renewal periods thereof.



14. **Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

15. **Real Estate Broker.** Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Premises or the transaction contemplated by this Agreement and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorney's fees, incurred as a result of the transaction contemplated by this Agreement. Lessee represents and warrants that Lessee has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finders's fee or other like compensation to anyone in connection with the lease of the Premises or the transaction contemplated by this Agreement and Lessee agrees to indemnify and hold Lessor harmless from and against any such claims or costs, including attorney's fees, incurred as a result of the transaction contemplated by this Agreement.

16. **Miscellaneous.** (a) This Agreement constitutes the entire agreement and understanding between the parties, and all offers, representations, negotiations, and other agreements concerning the subject matter contained herein are merged into this Agreement. Any amendments to this Agreement must be in writing and executed by both parties. (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. (c) This Agreement and all rights and obligations hereunder will bind and benefit the assignees, heirs or other successors of the respective parties. (d) Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax (provided that notice is also provided within one (1) business day by one of the other means set forth herein), or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice (i) serviced personally shall be deemed delivered upon receipt, (ii) served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and (iii) served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. (e) This Agreement shall be governed under the laws of the State of Mississippi. (f) The prevailing party in any legal action between the parties shall be entitled to its reasonable attorney's fees and court costs. (g) Upon execution of this Agreement, the parties shall execute the "Memorandum of Site Lease Agreement" attached hereto as Exhibit E and Lessee may record the Memorandum. (h) Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining zoning approvals, licenses, tests and permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

17. **Removal & Ownership of the Communications Facilities.** Upon termination of this Agreement, unless otherwise agreed to by both parties, Lessee shall have sixty (60) days to remove the Communications Facilities and any other personal property located on the Property. In the event that Lessee shall fail to timely remove the Communications Facilities, Lessor shall, upon written notice to Lessee be entitled to remove the Communications Facilities but shall not be obligated to store the removed Communications Facilities. Lessor shall continue to receive Rent as set forth in the Agreement until removal of the Communications Facilities. In the alternative, Lessor may bring suit in a court of competent jurisdiction to force Lessee to remove the Communications Facilities.

18. **Conveyance.** Lessor may, upon written notice to Lessee, convey all or a portion of the Property, provided that such conveyance be under and subject to this Agreement and Lessee's rights hereunder and that the purchaser expressly assumes the duties and obligations of Lessor hereunder. Any conveyance of all or a portion of the Property underlying the ingress and egress easement shall be under and subject to the right of Lessee in and to said right-of-way.

This Agreement includes and incorporates the following Exhibits attached hereto:

Exhibit A - Legal Description of Property

Exhibit B - Description of Premises

Exhibit C - Description of Communications Facilities

Exhibit D - Subordination, Nondisturbance and Attornment Agreement and

Exhibit E - Memorandum of Site Lease Agreement

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**LESSOR**

Delta Industries, Inc.,  
a Mississippi corporation

By

J. Thomas Evans, Jr. Vice President

TAX ID#: 64-0622725

Address: P.O. Box 1292  
Jackson, MS 39215-1292

**LESSEE**

Chasetel Real Estate Holding Company, Inc., a  
Tennessee corporation

By

Robert Giguere Regional Network Director, Region 2

TAX ID#: 33-0879924

Address: 6655 South Lewis, Suite 200, Tulsa, OK 74136

STATE OF MISSISSIPPI )  
COUNTY OF Hinds )

Before me, Tania S. Liles the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. Thomas Evans, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of Delta Industries, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Jackson, Mississippi, this the 5<sup>th</sup> day of January, 2000, TL

Tania S. Liles  
NOTARY PUBLIC  
My Commission Expires: 11-28-2003

STATE OF ~~TENNESSEE~~ Oklahoma  
COUNTY OF ~~SHELBY~~ Tulsa

Before me, Jeanne S. Allen the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert Giguere, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Regional Network Director, Region 2 of Chasetel Real Estate Holding Company, Inc., the within named bargainor, a corporation, and that he as such Regional Network Director, Region 2, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Regional Network Director, Region 2.

Witness my hand and seal, at office in Tulsa, Oklahoma this the 15 day of Dec., 2000.

Jeanne S. Allen  
NOTARY PUBLIC  
My Commission Expires: 6-30-2004

**EXHIBIT A****LEGAL DESCRIPTION OF LESSOR'S PROPERTY**

Exhibit A to Site Lease Agreement, dated December 18, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The Property of which the Premises are a part is legally described as follows:

See Addendum 1

RG Initial  
Y Initial

**EXHIBIT B****DESCRIPTION OF PREMISES**

Exhibit B to the Site Lease Agreement dated December 18, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

See Addendum 2.

If a survey is made of the Premises, Lessor and Lessee agree to sign and attach the legal description or depiction of the Premises hereto which will then become the description of the Premises.

RG Initial  
YH Initial

EXHIBIT C

DESCRIPTION OF COMMUNICATIONS FACILITIES

1. One (1) communications tower, approximately 170' in height.
2. Up to twelve (12) panel antennas.
3. Three mod cell and battery cabinets.
4. Approximately 190' coaxial cable (1 5/8" wide)
5. Any other communication equipment.

## EXHIBIT D

THIS INSTRUMENT PREPARED BY  
AND RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Space above this line for Recorder's use.

**SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by and among \_\_\_\_\_, whose address is \_\_\_\_\_ ("Lessee"), \_\_\_\_\_, whose address is \_\_\_\_\_ ("Borrower"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Lender").

**RECITALS**

A. Borrower is the owner of certain real property and improvements situated thereon (collectively, the "Property") located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, commonly known as \_\_\_\_\_, and more particularly described in Exhibit A attached hereto.

B. Borrower and Lessee are parties to that certain Site Lease Agreement dated \_\_\_\_\_, 2000 (the "Lease") pursuant to which Borrower, as Lessor, leased to Lessee certain premises within the Property commonly known as \_\_\_\_\_ and more particularly described in the Lease (the "Premises").

C. Lender has made a loan to Borrower (the "Loan"). The Loan is evidenced by that certain \_\_\_\_\_ dated \_\_\_\_\_ which Borrower has executed in favor of Lender (the "Note"). Repayment of the Note is secured by, among other things, a \_\_\_\_\_ of even date with the Note encumbering the Property which Borrower has executed in favor of Lender (the "Deed of Trust").

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby declare, covenant and agree as follows:

1. **Subordination of Lease.** Lessee hereby intentionally and unconditionally subordinates the Lease and any extensions, renewals, replacements or modifications thereof, and all of its right, title and interest thereunder and in and to the Premises in favor of the lien or charge of the Deed of Trust, and the same is, and shall at all times continue to be, subject and subordinate in each and every respect to the lien or charge of the Deed of Trust and any supplements, renewals, amendments, modifications, replacements, substitutions, consolidations and extensions thereof.

2. **Nondisturbance of Lessee's Right to Possession.** Provided that (i) Lessee is not in default (beyond any applicable notice, cure or grace period, if any, with respect to such default) in the payment of rent or in the performance of

any of the other terms, covenants or conditions of the Lease to be performed by Lessee, and (ii) Lessee observes the terms and conditions of this Agreement, Lender agrees that:

**2.1 Joinder.** Lessee will not be named or joined in any foreclosure, trustee's sale or other summary proceeding to enforce the Deed of Trust;

**2.2 Possession.** A foreclosure of the lien of the Deed of Trust, the exercise of the power of sale or of any other remedy provided for therein, the delivery of a deed to the Property in lieu of foreclosure, or the institution of any other proceeding or action taken to enforce the terms and conditions of the Deed of Trust, shall not terminate or otherwise affect the Lease or the leasehold estate created thereby, or disturb or interfere with Lessee's or its successor's or assign's right to possession, occupancy and use of the Premises during the term of the Lease and any extension thereof duly exercised by Lessee;

**2.3 Obligations of Lender.** If Lender succeeds to Borrower's interest in the Property by dispossession, judicial foreclosure, exercise of the power of sale, conveyance in lieu of foreclosure or otherwise, Lender, its successors and assigns, or any purchaser at a foreclosure or trustee's sale, shall thereby automatically succeed to Borrower's interest as landlord under the Lease and shall be bound by all of the obligations imposed by the Lease upon the landlord therein; provided, however, that Lender, its successors and assigns, or any purchaser at a foreclosure or trustee's sale, shall not be liable for any act or omission of a prior landlord (including Borrower) under the Lease.

**3. Attornment By Lessee.** Lessee hereby agrees that if, by dispossession, judicial foreclosure, exercise of the power of sale or otherwise, including but not limited to Lender's exercise of its rights under the assignment of rents and leases contained in the Deed of Trust, Lender, its successors or assigns, or any purchaser at a foreclosure sale or otherwise, shall come into possession of or become the owner of the Premises, such person shall succeed to the interest of Borrower under the Lease, and, if no default then exists under the terms, conditions and provisions of the Lease or this Agreement on the part of Lessee to be performed, the Lease shall remain in full force and effect, and Lessee shall attorn to and accept such person as landlord under the Lease and be bound by all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals thereof duly exercised by Lessee. This attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Borrower as landlord under the Lease.

**4. Entire Agreement.** This Agreement is the whole and only agreement between the parties hereto with regard to the subordination of the Lease and the leasehold estate created thereby to the lien or charge of the Deed of Trust and supersedes and controls any prior agreements as to such subordination, including any provisions of the Lease which provide for the subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or a mortgage or mortgages.

**5. Choice of Law.** This Agreement shall be construed under and in accordance with the statutory, administrative and judicial laws of the State of \_\_\_\_\_.

**6. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON THE REAL PROPERTY WHICH YOU LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE LAND.**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**"BORROWER"**

**"LESSEE"**

a \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

[Printed Name and Title]

\_\_\_\_\_

**"LENDER"**

a \_\_\_\_\_

By \_\_\_\_\_

[Printed Name and Title]

[Attach Acknowledgments]

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

[To Be Attached to Subordination, Nondisturbance and Attornment Agreement]

**EXHIBIT A**

**LEGAL DESCRIPTION OF LESSOR'S PROPERTY**

Exhibit A to the Memorandum of Site Lease Agreement, dated December 18, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The Property of which the Premises are a part is legally described as follows:

See Addendum 1

Ry Initial  
Y Initial

EAST 1,281.00'  
POINT OF COMMENCEMENT AT N/W CORNER OF S2, T2S, R6W PER P.B. 54, PG. 45

LINE	Bearing	DISTANCE
L1	N 79°07'00" E	75.00'
L2	S 10°53'00" E	75.00'
L3	S 79°07'00" W	75.00'
L4	N 10°53'00" W	75.00'
L5	N 79°07'00" E	65.00'

SOUTH 789.20'

MINNIE CAMPBELL AND  
WILLIE BOWDEN

PROPOSED CELL TOWER  
LAT: 34°56'44.76" N NAD '83  
LONG: 89°48'19.51" W NAD '83  
ELEV. AT BASE = 350' ± AMSL NGVD '29

P.O.B. 75'x75'  
LEASE PARCEL

GRAPHIC SCALE  
0 100 200  
SCALE 1"=100'

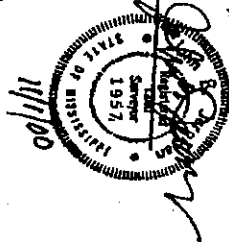
**SURVEYOR'S CERTIFICATION**

This is to certify that this is a category 1 survey and that the ratio of precision of the undisturbed survey is 1:10,000 or greater as shown hereon.

John B. Lemigian, P.E., R.L.S.  
Registered Land Surveyor  
Mississippi RLS No. 1957

**FLOOD HAZARD STATEMENT:**

This property (the subject property shown hereon) is partially located within the limits of a designated "special flood hazard area" as shown on F.E.M.A. Flood Insurance Rate Map (FIRM) 030000065 E (Community Panel Number 290286 0065 E) D.S.O. effective date August 23, 2000.



LOT 1  
TRACT 1  
5.80 ACRES

APPROX. LIMITS OF  
100 YR FLOOD PLAIN  
AS PER P.B. 54, PG. 45

NORMAN ONE-LOT  
INDUSTRIAL SUBDIVISION  
P.B. 54, PG. 45

50' INGRESS/EGRESS  
EASEMENT  
D.B. 369, PG. 35

DELTA INDUSTRIES, INC.  
D.B. 369, PG. 35  
4.00 ACRES

LOT 1  
TRACT 2

PROP. 20' INGRESS/  
EGRESS EASEMENT

5' UTIL. ESMT.  
P.B. 54, PG. 45

FRANK HOPPER AND  
WILLIAM G. YATES, JR.  
D.B. 304, PG. 358

75' INGRESS/EGRESS EASEMENT  
AS PER RUSSELL & COMPANY SURVEY  
DRAWING, DATED JULY 11, 2000

RECEIVED  
NOV 01 2000

BOOK NO. 00230-048 DATE 10/31/00 SCALE 1"=100'	BOUNDARY SURVEY	SITE NO. MEM037B	PACIFIC 17 MEM 037B CELL TOWER SITE 10280 HIGHWAY 17B OLIVE BRANCH, MS	SURVEY FIRM 1200 Corporate Drive Suite 270 Birmingham, AL 35212 BAG (205) 991-0117 FAX (205) 991-2417	BLAIR, GENTRY, CHRISTEN & NEAL, INC. CONSULTING ENGINEERS 1000 1/2 North Loop West Suite 200 Houston, TX 77010 (713) 866-1111
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## EXHIBIT B

## DESCRIPTION OF PREMISES

Exhibit B to the Memorandum of Site Lease Agreement dated December 13, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

See Addendum 2.

If a survey is made of the Premises, Lessor and Lessee agree to sign and attach the legal description or depiction of the Premises hereto which will then become the description of the Premises.

RG Initial  
Y Initial

3435  
312

POINT OF  
COMMENCEMENT  
AT N/W CORNER  
OF S2, T2S, R6W  
PER P.B. 54, PG. 45

SOUTH 789.20'

LINE	BEARING	DISTANCE
L1	N 79°07'00" E	75.00'
L2	S 10°53'00" E	75.00'
L3	S 79°07'00" W	75.00'
L4	N 10°53'00" W	75.00'
L5	N 79°07'00" E	85.00'

MINNIE CAMPBELL AND  
WILLIE BOWDEN

PROPOSED CELL TOWER  
LAT: 34°56'44.76" N NAD 83  
LONG: 89°48'19.51" W NAD 83  
ELEV. AT BASE = 350' ± AMSL NGVD '29

P.O.B. 75'x75'  
LEASE PARCEL

APPROX. LIMITS OF  
100 YR FLOOD WAY  
AS PER P.B. 54, PG. 45

LOT 1  
TRACT 1  
5.80 ACRES

APPROX. LIMITS OF  
100 YR FLOOD PLAIN  
AS PER P.B. 54, PG. 45

LOT 1  
TRACT 2  
DELTA INDUSTRIES, INC.  
D.B. 369, PG. 35  
4.00 ACRES

NORMAN ONE-LOT  
INDUSTRIAL SUBDIVISION  
P.B. 54, PG. 45

50' INGRESS/EGRESS  
EASEMENT  
D.B. 369, PG. 35

PROP. 20' INGRESS/  
EGRESS EASEMENT

5' UTIL. ESMT.  
P.B. 54, PG. 45

FRANK HOPPER AND  
WILLIAM G. YATES, JR.  
D.B. 304, PG. 358

75' INGRESS/EGRESS EASEMENT  
AS PER RUSSELL & COMPANY SURVEY  
DRAWING, DATED JULY 11, 2000

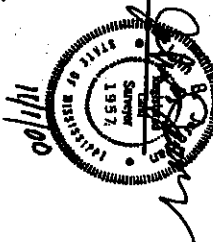
GRAPHIC SCALE



### SURVEYOR'S CERTIFICATION

This is to certify that this is a category 1 survey and that the ratio of precision of the undisturbed survey is 1:10,000 or greater as shown hereon.

John B. Lemington, P.E., R.L.S.  
Registered Land Surveyor  
Mississippi RLS No. 1957



### FLOOD HAZARD STATEMENT:

This property (the subject property shown hereon) is partially located within the limits of a designated "special flood hazard area" as shown on F.E.M.A. Flood Insurance Rate Map Number 28013C00065 E (Community Panel Number 280286 0065-E) D-55610 Mississippi effective date August 23, 2000.

100 Year Flood Elevation = 348' ± AMSL NGVD '29

RECEIVED

NOV 01 2000

BY:

ELLERS, GANLEY, CHESTEN & RILEY, INC.  
CONSULTING ENGINEERS  
1000 Corporate Drive  
Suite 270  
Birmingham, AL 35242  
Office: (205) 961-0777  
Fax: (205) 961-3417



PACIFIC 17  
MEM 037B CELL TOWER SITE  
10290 HIGHWAY 17B  
OLIVE BRANCH, MS

SITE NO.  
MEM037B

BOUNDARY SURVEY

DATE  
00230-048  
10/31/00  
1"=100'

4 OF 4

AMENDMENT DATED 6/27/03 TO LEASE AGREEMENT (the "Lease") between Chasetel Real Estate Holding Company, Inc. and DELTA INDUSTRIES, INC. for cell site MEM-037

BK 109 PG 305

THIS AMENDMENT TO THE LEASE by and between DELTA INDUSTRIES, INC. ("Lessor") and Chasetel Real Estate Holding Company, Inc. ("Lessee") for property located at 10270 Highway 178, Olive Branch, MS 38654.

WITNESSETH:

WHEREAS, on 6/27, 2003, Lessor and Lessee ("the Parties") entered into the Lease; and

WHEREAS, the Parties desire to amend the Lease in order to adjust the Basic Rent and Basic Rent Escalation amounts.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Agreement which is hereby amended as follows:

1. Current Lease Terms. The Lease currently provides as follows:

Lease Commencement Date: February 1, 2001  
Rent Commencement Date: February 1, 2001  
Current Monthly Rent: \$  
Current Escalation Rate:  
Date of Last Escalation: February 1, 2003

2. Amended Lease Terms. The Lease terms shall be amended as follows:

Amended Monthly Rent:

Effective Date of Amended Monthly Rent: First day of month following full execution of Amendment.

Escalations: No further escalations until the end of the Initial Term. Thereafter, escalations upon exercise of renewal option, but no more than once every 5 years.

Amended Escalation rate upon exercise of a renewal option: 7-103, applied at the end of the Initial Term on February 1, 2006 to the Basic Rent amount in effect immediately preceding the commencement of the renewal term, and similarly applied to the Basic Rent then in effect at each subsequent 5-year Escalation Date. The new Basic Rent amount will be in effect for the duration of each Renewal Term.

No Other Amendment. Other than as expressly set forth herein, all of the terms and provisions of the Lease shall remain in full force and effect, without any change whatsoever.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day signed below.

WITNESS:

Tania S. Liles  
Name: Tania S. Liles  
Date: 6/27/03

LESSOR: DELTA INDUSTRIES, INC.

By: [Signature]  
Name: [Signature]  
Title: Vice President  
Date: 6/27/03

WITNESS:

Mary E. Hackney  
Name: Mary E. Hackney  
Date: 6-11-03

LESSEE: Chasetel Real Estate Holding Company, Inc.

By: [Signature]  
Name: [Signature]  
Title: [Signature]  
Date: 6/11/03

**EXHIBIT "B" TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

**GROUND LESSOR CONSENT**

[See attached.]

MEM-037 Ground Lease Assignment

|



**GROUND LESSOR CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE****Olive Branch - MEM 037**

**Delta Industries, Inc.** ("Lessor"), being the lessor under that certain Lease Agreement (the "Lease") dated as of **12/18/2000**, as amended, with **Chasetel Real Estate Holding Company, Inc.**, a Delaware corporation, ("Lessee"), for use by Lessee for the location of its communications tower, building, and related equipment on certain real property owned by Lessor at 10270 Highway 178, Olive Branch, MS 38654, does hereby consent to the assignment of the Lease by Lessee to Mountain Union Telecom, LLC, a Delaware limited liability partnership, its affiliates, successors, creditors and/or assigns, or any other person or entity that purchases substantially all of Lessee's assets (hereinafter "Buyer"). Such assignment is to be effective on such date as Lessee assigns its interest under the Lease to Buyer. Unless otherwise defined herein, all terms used in this document shall have the meaning ascribed to them in the Lease.

In addition to the consent provided herein, Lessor hereby certifies to Buyer that:

- (i) Lessee is the present lessee under the Lease;
- (ii) Attached hereto as Exhibit "A" is a true and correct copy of the Lease in effect by and between Lessor and Lessee together with all amendments thereto, which Lease and amendments, if any, constitute the entire agreement between the parties. The Lease permits the use of the Leased Premises by Lessee as a co-location telecommunications facility by third party customers of Lessee;
- (iii) To the extent that such is in Lessor's possession or control, a copy of the latest survey of the Leased Premises (the "Survey") is attached hereto as Exhibit "B".
- (iv) The Lease is in full force and effect in accordance with its terms, and neither Lessor nor, to the best of Lessor's knowledge, Lessee has commenced any action under the Lease, has communicated its intention to do so to the other party, or has given or received any notice with respect to the termination of the Lease;
- (v) The present term of the Lease expires on **1/31/2006**, and is subject to **Three (3)** renewal options each of **Five (5)** years in duration;
- (vi) Pursuant to Section 4 of the Lease, the current monthly rental fees under the Lease are \_\_\_\_\_, which fees are subject to an annual adjustment pursuant to the following formula set forth in Section 2 of the Amendment dated 6/27/03 of the Lease: '

(vii) The current monthly rental fees under the Lease are to be paid by Lessee to Lessor at the following address:

**Delta Industries, Inc.**  
**100 West Woodrow Wilson**  
**Jackson, MS 39213**  
Pete Hays (attn:)  
(601) 292-3932 (phone)

With Copy for Notice (if applicable) to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(viii) All rents and other sums due and payable under the Lease as of the date of this letter have been paid in full; and

(ix) Neither Lessee nor Lessor is in default under the Lease.

Subject to Buyer's agreement to reimburse Lessor for reasonable, out-of-pocket costs incurred by Lessor, Lessor agrees to take any action and execute any documents (including, without limitation, any fixture filings) that may be necessary to permit the placement of and/or secure any lien and/or mortgage in favor of Buyer's creditors on the Lease and any fixtures and personal property owned by Buyer at the Leased Premises.

Lessor acknowledges that Buyer and its successors, creditors and/or assigns will rely on this Consent to Assignment and Estoppel Certificate in agreeing to acquire the rights under the Lease from the Lessee, and that Lessor will be estopped from raising any claim or term with respect to the Lease which is contrary to the certifications made by Lessor herein.

**[SIGNATURE PAGE FOLLOWS.]**

**LESSOR:****Delta Industries, Inc.**By: [Signature]Print Name: J. Thomas Evans, Jr.Print Title: Executive Vice PresidentDate: April 11, 2005STATE OF MississippiCOUNTY OF Hinds

)

) ss.

)

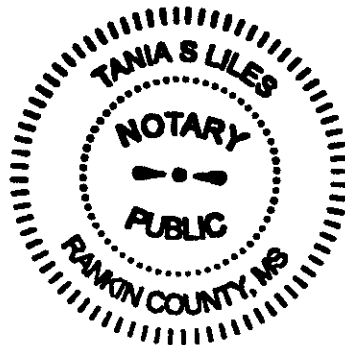
On April 15 2005, before me, Tania S. Liles, Notary  
 Public, J. Thomas Evans, Jr. personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Tania S. Liles  
 Notary Public

[SEAL]



My Commission Expires  
 November 28, 2007

**EXHIBIT "A"**

**Lease Agreement and All Amendments Thereto**

(See attached.)

**EXHIBIT "B"**

**Survey of Leased Premises**

(See attached.)

**EXHIBIT "A"**

**Lease Agreement and All Amendments Thereto**

(See attached.)

## Site Lease Agreement

THIS SITE LEASE AGREEMENT ("*Agreement*") is entered into this day of ~~December 10~~ of 2000, ("*Effective Date*") by and between **Delta Industries, Inc.**, a Mississippi corporation ("*Lessor*") and **Chasetel Real Estate Holding Company**, a Tennessee corporation ("*Lessee*").

The parties hereto agree to the following terms and conditions:

1. **Premises.** For and in consideration for payment of One Dollar (\$1.00), the receipt and sufficiency which is hereby acknowledged, Lessor hereby leases to Lessee upon the terms and conditions set forth below, a portion of Lessor's real property located at 10270 Highway 178, Olive Branch, MS 38654 (hereinafter the "*Property*" and more fully described in Exhibit A, together with easements for parking, access and utilities, as provided herein). The portion of the Property subject to this Agreement is defined as the "*Premises*" as described in Exhibit B.
2. **Use.** The Premises may be used by Lessee for any lawful activity related to providing wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, installation, maintenance and operation of related communication facilities (the "*Communications Facilities*" Exhibit C). The Communications Facilities may include, without limitation, structures, sleeves, conduit, global positioning satellite antennas, microwave equipment and antennae, radio frequency equipment, primary, backup and temporary power units, interconnection equipment, equipment cabinets, wiring, lines, conduits, pipes, accessory cable and related facilities necessary for Lessee's providing wireless communication services. Lessee may construct, install, operate, maintain, repair, secure, replace or remove the Communications Facilities, including sleeves, conduit and cable across the Property to serve the Premises. However, under no circumstances will the use of Communications Facilities, or any related activity of Lessee, interfere with the business operations of Lessor. It is agreed that Lessee's Communications Facilities shall not be deemed "fixtures" or permanent attachments to Lessor's Property. The Communications Facilities shall remain the personal property of the Lessee. Moreover, Lessor waives any interest that it may have, including but not limited to, Lessor's lien or similar rights in Lessee's Communications Facilities.
3. **Term of Lease.** Lessor shall lease to Lessee and Lessee shall lease from the Lessor the Premises for an initial term of five (5) years ("*Lease*") commencing on the earlier of (i) JANUARY 1, 2001 or (ii) installation of the Communications Facilities ("*Commencement Date*"). Lessee may extend this Lease for three (3) additional terms of five (5) years each. This Lease is automatically renewed for each successive renewal term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the original term or any renewal term. Each renewal shall be on the same terms and conditions set forth herein.
- 4.
5. **Improvement; Access.** Lessee may at any time following the Effective Date of this Agreement enter the Premises to perform engineering surveys, inspections (and soil tests where applicable) and other reasonably necessary test to determine the suitability of the Premises for Lessee's Communications Facilities. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, Lessee may terminate this Agreement. The final plans and precise location of the Communications Facilities shall be subject to approval by Lessor which shall not be unreasonably withheld, conditioned or

delayed. Approval will be given by Lessor to Lessee by initialing and returning to Lessee a copy of the final plans within five (5) business days. Lessee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Lessee's business operations. However, under no circumstance will the use of Communications Facilities, or any related activity of Lessee, interfere with the business operations of Lessor. All of Lessee's construction and installation work shall be performed at Lessee's cost and expense and in a good and workmanlike manner. Lessor agrees to provide Lessee, its employees, agents and subcontractors access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no additional charge to Lessee. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Lessee to the extent required to construct, install, maintain, and operate its Communications Facilities. Where necessary, Lessor shall maintain all access from the nearest public roadway to the Premises in a manner sufficient to allow access. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways. If Lessee causes any such damage, it shall promptly repair same. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across) Lessor's Property in order to service the Premises and the Communications Facilities. However, under no circumstance will the use of Communications Facilities, or any related activity of Lessee, interfere with the business operations of Lessor. Lessee shall pay for all public utilities furnished to the Premises for its use throughout the term hereof, and all other costs and expenses in connection with Lessee's use, operation and maintenance of the Premises and all Lessee's activities conducted thereon. Upon the expiration, cancellation or termination of this Agreement, Lessee will remove its Communications Facilities, repair any damages caused by installation and removal and surrender the Premises to Lessor in good and broom clean condition, less ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities.

6. **Interference.** Lessor shall not use, nor shall Lessor permit its tenants, licensees, invitees or agents to use, any portion of Lessor's Property in any way which interferes with the operations of Lessee. A breach of the provision of this Paragraph 6 shall be deemed a material breach by Lessor, and Lessor shall promptly terminate said interference. If the interference does not cease within twenty-four (24) hours after notice is given to Lessor, the parties acknowledge that continuing interference will cause irreparable injury to Lessee's business. Lessee shall have the right, in addition to any other rights or remedies that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Agreement immediately upon notice to Lessor.

7. **Taxes.** Lessee shall pay any personal property taxes assessed against the Communications Facilities. Lessor shall pay when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall pay as additional Rent, any increase in real property taxes levied against the Premises which is directly caused by Lessee's use of the Premises, so long as Lessor furnishes proof of such increase to Lessee.

8. **Termination.** This Agreement may be terminated on thirty (30) days written notice as follows (unless a shorter time period is otherwise provided in this Agreement): (i) by either party upon a default of any covenant or term hereof by the other party if the default is not cured within sixty (60) days of receipt of written notice of default (unless a shorter time period is otherwise provided in this Agreement); (ii) by Lessee for any reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain or maintain licenses, permits or other approvals necessary to the construction and operation of its Communications Facilities; (iv) by Lessee if it is unable to occupy and utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, without limitation, a take back of channels or change in frequencies; (v) by Lessee if it determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference exclusive of the nature and type contemplated above in Paragraph 6.

Upon termination, neither party shall have any further rights, obligations or liabilities to the other except: (i) with respect to provisions of this Agreement which by their intent and context survive termination; (ii) where termination is by reason of breach or default of the other party, with respect to such breach or default; and (iii) with respect to the rights and remedies of the parties relating to the period prior to termination.



9. **Destruction of Premises; Condemnation.** If the Premises or the Communications Facilities are destroyed or damaged so as in Lessee's judgment to hinder the effective use of the Communications Facilities, Lessee may, at its option, elect to (i) terminate this Agreement as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction, whereupon all rights and obligations of the parties shall cease as of the date of the damage or destruction, or (ii) undertake to repair such damages at Lessee's expense, whereupon Rent shall abate during such period of repair and Lessee shall receive a credit against future Rent owing or to be owing pursuant to this Lease, such credit to be in an amount equal to the amount Lessee expends to repair such damages. If the whole of the Premises, or any portion thereof, which, in Lessee's judgment, renders the balance of the Premises unsuitable for Lessee's normal operations, are taken by any public or quasi-public authority by condemnation, or sold under threat or in lieu of any such taking, whether separately or as part of Lessor's Property, this Agreement shall terminate as of the date possession is delivered to the condemning authority. Lessee shall have the right to participate in all condemnation proceedings and/or negotiations regarding the Premises and shall have the right to any award specifically designated as compensation for Lessee's interest under this Agreement, the value of Lessee's buildings, equipment, trade fixtures and personal property on the Premises, the cost of removal of the Communications Facilities or any other amounts recoverable under condemnation law.

10. **Insurance.** Lessee will carry commercial general liability insurance in an aggregate amount of \$1,000,000.00 and name Lessor as an additional insured on the policy or policies. Lessor and Lessee shall look initially to insurance for loss due to any peril that is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party.

11. **Assignment and Subletting.** Lessee may assign its rights hereunder or sublease all or a portion of the Premises upon written notice to Lessor. Lessee may mortgage or grant a security interest in this Agreement, the Lease and the Communications Facilities and, in connection therewith, Lessee may assign this Agreement, the Lease and the Communications Facilities to any such mortgages or holders of security interests, including their successors or assigns (hereafter, collectively referred to as "Mortgagees"), using such security agreements and other documents as are reasonable and customary for such collateral assignments. Any Mortgagees, in order to protect such Mortgagees' interests with respect to Lessee's interest in this Agreement, the Lease and the Communications Facilities, may file or record such documentation as is normal and customary in order to protect the interests of such Mortgagees.

12. **Title and Quiet Enjoyment.** Lessor warrants that it has full right, power, and authority to execute this Agreement. Lessor further warrants that Lessee shall have quiet enjoyment of the Premises during the term of the Lease or any renewal thereof. Lessee may obtain a title report or leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title, liens, encumbrances or other defects which may adversely affect Lessee's use of the Premises or expose it to liability, Lessee may terminate this Agreement immediately upon written notice to Lessor. Upon commencement, Lessor agrees to use reasonable, good faith efforts, at no cost to Lessor, to obtain from each holder of any underlying lease, mortgage, land sales contract, deed of trust or other existing lien rights affecting the Premises, an executed, recordable document, substantially in the form attached hereto as Exhibit D, whereby such holder agrees to recognize and not disturb this Agreement and the Lease so long as Lessee or its permitted successors is not in material breach of this Agreement.

13. **Environmental.** Lessor represents and warrants that the Property has not been used for the generation, storage, treatment or disposal of hazardous substances. In addition, Lessor represents that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or about the Property. "Hazardous substances" means any waste or materials defined in any federal, state, or local environmental or safety regulation, including but not limited to, CERCLA. In the event that any environmental claims are asserted against Lessee (except for (i) environmental claims caused solely by Lessee or (ii) environmental claims caused in part by Lessee and not caused by Lessor), Lessor agrees to hold Lessee harmless and indemnify and defend it for any claims or losses, including, without limitation, costs for site evaluation, clean-up, attorney's fees and court costs.

The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the term of this Lease and any renewal periods thereof.

14. **Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.
15. **Real Estate Broker.** Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Premises or the transaction contemplated by this Agreement and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorney's fees, incurred as a result of the transaction contemplated by this Agreement. Lessee represents and warrants that Lessee has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finders's fee or other like compensation to anyone in connection with the lease of the Premises or the transaction contemplated by this Agreement and Lessee agrees to indemnify and hold Lessor harmless from and against any such claims or costs, including attorney's fees, incurred as a result of the transaction contemplated by this Agreement.
16. **Miscellaneous.** (a) This Agreement constitutes the entire agreement and understanding between the parties, and all offers, representations, negotiations, and other agreements concerning the subject matter contained herein are merged into this Agreement. Any amendments to this Agreement must be in writing and executed by both parties. (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. (c) This Agreement and all rights and obligations hereunder will bind and benefit the assignees, heirs or other successors of the respective parties. (d) Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax (provided that notice is also provided within one (1) business day by one of the other means set forth herein), or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice (i) serviced personally shall be deemed delivered upon receipt, (ii) served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and (iii) served by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. (e) This Agreement shall be governed under the laws of the State of Mississippi. (f) The prevailing party in any legal action between the parties shall be entitled to its reasonable attorney's fees and court costs. (g) Upon execution of this Agreement, the parties shall execute the "Memorandum of Site Lease Agreement" attached hereto as Exhibit E and Lessee may record the Memorandum. (h) Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining zoning approvals, licenses, tests and permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.
17. **Removal & Ownership of the Communications Facilities.** Upon termination of this Agreement, unless otherwise agreed to by both parties, Lessee shall have sixty (60) days to remove the Communications Facilities and any other personal property located on the Property. In the event that Lessee shall fail to timely remove the Communications Facilities, Lessor shall, upon written notice to Lessee be entitled to remove the Communications Facilities but shall not be obligated to store the removed Communications Facilities. Lessor shall continue to receive Rent as set forth in the Agreement until removal of the Communications Facilities. In the alternative, Lessor may bring suit in a court of competent jurisdiction to force Lessee to remove the Communications Facilities.
18. **Conveyance.** Lessor may, upon written notice to Lessee, convey all or a portion of the Property, provided that such conveyance be under and subject to this Agreement and Lessee's rights hereunder and that the purchaser expressly assumes the duties and obligations of Lessor hereunder. Any conveyance of all or a portion of the Property underlying the ingress and egress easement shall be under and subject to the right of Lessee in and to said right-of-way.

This Agreement includes and incorporates the following Exhibits attached hereto:

- Exhibit A - Legal Description of Property
- Exhibit B - Description of Premises
- Exhibit C - Description of Communications Facilities
- Exhibit D - Subordination, Nondisturbance and Attornment Agreement and

Exhibit E - Memorandum of Site Lease Agreement

0687331.03  
100946-189 12/13/2000

- 5 -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

## LESSOR

Delta Industries, Inc.,  
a Mississippi corporation

By J. Thomas Evans, Jr.  
J. Thomas Evans, Jr. Vice President

TAX ID#: 64-0622725

Address: P.O. Box 1292  
Jackson, MS 39215-1292

## LESSEE

Chasetel Real Estate Holding Company, Inc., a  
Tennessee corporation

By Robert Giguere  
Robert Giguere, Regional Network Director, Region 2

TAX ID#: 33-0879924

Address: 6655 South Lewis, Suite 200, Tulsa, OK 74136

STATE OF MISSISSIPPI  
COUNTY OF Hinds

Before me, Tania S. Liles the undersigned, a Notary Public in and for the County and State  
aforesaid, personally appeared J. Thomas Evans, Jr., with whom I am personally acquainted (or proved to me on the basis  
of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of Delta Industries, Inc., the within  
named bargainer, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing  
instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Jackson, Mississippi this the 5<sup>th</sup> day of January, 2000. TLC

Tania S. Liles  
NOTARY PUBLIC  
My Commission Expires: 11-28-2003

STATE OF ~~TENNESSEE~~ Oklahoma  
COUNTY OF ~~SHELBY~~ Tulsa

Before me, Jeannie S. Allen the undersigned, a Notary Public in and for the County and State  
aforesaid, personally appeared Robert Giguere, with whom I am personally acquainted (or proved to me on the basis of  
satisfactory evidence), and who upon oath acknowledged himself to be Regional Network Director, Region 2 of Chasetel  
Real Estate Holding Company, Inc., the within named bargainer, a corporation, and that he as such Regional Network  
Director, Region 2, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by himself as Regional Network Director, Region 2.

Witness my hand and seal, at office in Tulsa, Oklahoma this the 15 day of Dec., 2000.

Jeannie S. Allen  
NOTARY PUBLIC  
My Commission Expires: 6-30-2004

## EXHIBIT A

## LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Exhibit A to Site Lease Agreement, dated December 18, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The Property of which the Premises are a part is legally described as follows:

See Addendum 1

RG Initial  
CH Initial

**EXHIBIT B****DESCRIPTION OF PREMISES**

Exhibit B to the Site Lease Agreement dated DECEMBER 18, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

See Addendum 2.

If a survey is made of the Premises, Lessor and Lessee agree to sign and attach the legal description or depiction of the Premises hereto which will then become the description of the Premises.

RG Initial  
HA Initial

EXHIBIT C

DESCRIPTION OF COMMUNICATIONS FACILITIES

1. One (1) communications tower, approximately 170' in height.
2. Up to twelve (12) panel antennas.
3. Three mod cell and battery cabinets.
4. Approximately 190' coaxial cable (1 5/8" wide)
5. Any other communication equipment.

## EXHIBIT D

THIS INSTRUMENT PREPARED BY  
AND RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Space above this line for Recorder's use.

**SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by and among \_\_\_\_\_, whose address is \_\_\_\_\_ ("Lessee"), \_\_\_\_\_, whose address is \_\_\_\_\_ ("Borrower"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Lender").

**RECITALS**

- A. Borrower is the owner of certain real property and improvements situated thereon (collectively, the "Property") located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, commonly known as \_\_\_\_\_, and more particularly described in Exhibit A attached hereto.
- B. Borrower and Lessee are parties to that certain Site Lease Agreement dated \_\_\_\_\_, 2000 (the "Lease") pursuant to which Borrower, as Lessor, leased to Lessee certain premises within the Property commonly known as \_\_\_\_\_ and more particularly described in the Lease (the "Premises").
- C. Lender has made a loan to Borrower (the "Loan"). The Loan is evidenced by that certain \_\_\_\_\_ dated \_\_\_\_\_ which Borrower has executed in favor of Lender (the "Note"). Repayment of the Note is secured by, among other things, a \_\_\_\_\_ of even date with the Note encumbering the Property which Borrower has executed in favor of Lender (the "Deed of Trust").

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby declare, covenant and agree as follows:

1. **Subordination of Lease.** Lessee hereby intentionally and unconditionally subordinates the Lease and any extensions, renewals, replacements or modifications thereof, and all of its right, title and interest thereunder and in and to the Premises in favor of the lien or charge of the Deed of Trust, and the same is, and shall at all times continue to be, subject and subordinate in each and every respect to the lien or charge of the Deed of Trust and any supplements, renewals, amendments, modifications, replacements, substitutions, consolidations and extensions thereof.
2. **Nondisturbance of Lessee's Right to Possession.** Provided that (i) Lessee is not in default (beyond any applicable notice, cure or grace period, if any, with respect to such default) in the payment of rent or in the performance of



any of the other terms, covenants or conditions of the Lease to be performed by Lessee, and (ii) Lessee observes the terms and conditions of this Agreement, Lender agrees that:

**2.1 Joinder.** Lessee will not be named or joined in any foreclosure, trustee's sale or other summary proceeding to enforce the Deed of Trust;

**2.2 Possession.** A foreclosure of the lien of the Deed of Trust, the exercise of the power of sale or of any other remedy provided for therein, the delivery of a deed to the Property in lieu of foreclosure, or the institution of any other proceeding or action taken to enforce the terms and conditions of the Deed of Trust, shall not terminate or otherwise affect the Lease or the leasehold estate created thereby, or disturb or interfere with Lessee's or its successor's or assign's right to possession, occupancy and use of the Premises during the term of the Lease and any extension thereof duly exercised by Lessee;

**2.3 Obligations of Lender.** If Lender succeeds to Borrower's interest in the Property by dispossession, judicial foreclosure, exercise of the power of sale, conveyance in lieu of foreclosure or otherwise, Lender, its successors and assigns, or any purchaser at a foreclosure or trustee's sale, shall thereby automatically succeed to Borrower's interest as landlord under the Lease and shall be bound by all of the obligations imposed by the Lease upon the landlord therein; provided, however, that Lender, its successors and assigns, or any purchaser at a foreclosure or trustee's sale, shall not be liable for any act or omission of a prior landlord (including Borrower) under the Lease.

**3. Attornment By Lessee.** Lessee hereby agrees that if, by dispossession, judicial foreclosure, exercise of the power of sale or otherwise, including but not limited to Lender's exercise of its rights under the assignment of rents and leases contained in the Deed of Trust, Lender, its successors or assigns, or any purchaser at a foreclosure sale or otherwise, shall come into possession of or become the owner of the Premises, such person shall succeed to the interest of Borrower under the Lease, and, if no default then exists under the terms, conditions and provisions of the Lease or this Agreement on the part of Lessee to be performed, the Lease shall remain in full force and effect, and Lessee shall attorn to and accept such person as landlord under the Lease and be bound by all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals thereof duly exercised by Lessee. This attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Borrower as landlord under the Lease.

**4. Entire Agreement.** This Agreement is the whole and only agreement between the parties hereto with regard to the subordination of the Lease and the leasehold estate created thereby to the lien or charge of the Deed of Trust, and supersedes and controls any prior agreements as to such subordination, including any provisions of the Lease which provide for the subordination of the Lease and the leasehold estate created thereby to a deed or deeds of trust or a mortgage or mortgages.

**5. Choice of Law.** This Agreement shall be construed under and in accordance with the statutory, administrative and judicial laws of the State of \_\_\_\_\_.

**6. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**NOTICE: THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON THE REAL PROPERTY WHICH YOU LEASE TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE LAND.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**"BORROWER"**

**"LESSEE"**

a \_\_\_\_\_

a \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

[Printed Name and Title]

[Printed Name and Title]

**"LENDER"**

a \_\_\_\_\_

By \_\_\_\_\_

[Printed Name and Title]

[Attach Acknowledgments]

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

[To Be Attached to Subordination, Nondisturbance and Attornment Agreement]

**EXHIBIT A**

**LEGAL DESCRIPTION OF LESSOR'S PROPERTY**

Exhibit A to the Memorandum of Site Lease Agreement, dated December 18, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The Property of which the Premises are a part is legally described as follows:

See Addendum 1

Ry Initial  
Y Initial

POINT OF  
COMMENCEMENT  
AT N/W CORNER  
OF S2. T2S. R6W  
PER P.B. 54, PG. 45

N 79°07'00" E 923.82'

Q. PROPOSED CELL NUMBER  
LAT: 34°56'44.76" N NAD '83  
LONG: 89°48'19.51" W NAD '83  
ELEV. AT BASE = 350 ± AMSL NGVD '29

**224.59'**

LOT 1  
TRACT 1  
5.80 ACRES

N 79°07'00" E  
100.00'

**P.O.B. ESMT.**



SCALE 1"=100'

This is to certify that this is a category 1 survey and that the ratio of precision of the unadjusted survey is 1:10,000 or greater as shown hereon.

This property (the subject property shown hereon) is partially located within the limits of a designated "Special flood hazard area" as shown on F.E.M.A. Flood Insurance Rate Map (FIRM) No. 03000065 E (Community Panel Number 280286 0065-E1) effective date August 23, 2000.

FRANK HOPPER AND  
WILLIAM G. YATES, JR.  
O.B. 304 PG 35A

RECEIVED  
NOV 01 2001

SHEET NUMBER	BOOK NO. 00230-04B	SHEET TITLE  BOUNDARY SURVEY	SITE NO. MEM037B	PROJECT TITLE  PACIFIC 17 NEW 037B CELL TOWER SITE 10290 HIGHWAY 178 OLIVE BRANCH, MS	 SURVEYOR 1200 Corporate Drive Suite 270 Birmingham, AL 35242 Dicks (205) 981-0717 Fax (205) 981-3412 PACIFIC 17	 ELLERS, GANLEY, CRONSTER & HILL, INC. CONSULTING ENGINEERS 1000 Morris Street • Suite 200 Birmingham, AL 35203-1000
	DATE 10/21/00					

## EXHIBIT B

## DESCRIPTION OF PREMISES

Exhibit B to the Memorandum of Site Lease Agreement dated December 13, 2000, by and between Delta Industries, Inc., as Lessor, and Chasetel Real Estate Holding Company, Inc., as Lessee.

State: Mississippi

County: DeSoto

City: Olive Branch

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

See Addendum 2.

If a survey is made of the Premises, Lessor and Lessee agree to sign and attach the legal description or depiction of the Premises hereto which will then become the description of the Premises.

RG Initial  
HY Initial

34.35  
3  
2

POINT OF  
COMMENCEMENT  
AT N/W CORNER  
OF S2, T2S, R6W  
PER P.B. 54, PG. 45

LINE	BEARING	DISTANCE
L1	N 79°07'00" E	75.00'
L2	S 10°53'00" E	75.00'
L3	S 79°07'00" W	75.00'
L4	N 10°53'00" W	75.00'
L5	N 79°07'00" E	65.00'

SOUTH 789.20'

MINNIE CAMPBELL AND  
WILLIE BOWDEN

PROPOSED CELL TOWER  
LAT: 34°56'44.76" N NAD '83  
LONG: 89°48'19.51" W NAD '83  
ELEV. AT BASE = 350 ± AMSL NGVD '29

P.O.B. 75'x75'  
LEASE PARCEL

APPROX. LIMITS OF  
100 YR FLOOD WAY  
AS PER P.B. 54, PG. 45

LOT 1  
TRACT 1  
5.80 ACRES

APPROX. LIMITS OF  
100 YR FLOOD PLAIN  
AS PER P.B. 54, PG. 45

DELTA INDUSTRIES, INC.  
D.B. 369, PG. 35  
4.00 ACRES

NORMAN ONE-LOT  
INDUSTRIAL SUBDIVISION  
P.B. 54, PG. 45

50' INGRESS/EGRESS  
EASEMENT  
D.B. 369, PG. 35

5' UTIL. ESMT.  
P.B. 54, PG. 45

P.O.E. ESMT.

FRANK HOPPER AND  
WILLIAM G. YATES, JR.  
D.B. 304, PG. 358

75' INGRESS/EGRESS EASEMENT  
AS PER RUSSELL & COMPANY SURVEY  
DRAWING, DATED JULY 11, 2000

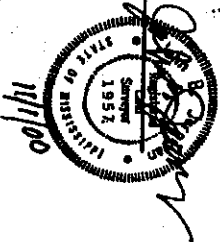
GRAPHIC SCALE



**SURVEYOR'S CERTIFICATION**

This is to certify that this is a category 1 survey and that the ratio of precision of the undisturbed survey is 1:10,000 or greater as shown hereon.

John B. Lemigan, P.E., R.L.S.  
Registered Land Surveyor  
Mississippi RLS No. 1857



**FLOOD HAZARD STATEMENT:**

This property (the subject property shown hereon) is partially located within the limits of a designated "special flood hazard area" as shown on F.E.M.A. Flood Insurance Rate Map Number 2803300085 E (Community Panel Number 280286 0065 E) effective August 23, 2000.

100 Year Flood Elevation = 348 ± AMSL NGVD '29

RECEIVED  
NOV 01 2000  
BY:

ELLERS, DAKLEY,  
CHESTER & BIVE, INC.  
CONSULTING ENGINEERS  
1000 Corporate Drive  
Suite 270  
Birmingham, AL 35242  
Office (205) 991-8717  
Fax (205) 991-3417



PACIFIC 17  
MEM 0378 CELL TOWER SITE  
10280 HIGHWAY 178  
OLIVE BRANCH, MS

SITE NO.  
MEM0378

BOUNDARY SURVEY

00230-048  
DATE  
10/11/00  
SCALE  
1"=100'

4 OF 4

BK 109 PG 330

AMENDMENT DATED 6/27/03 TO LEASE AGREEMENT (the "Lease") between Chasetel Real Estate Holding Company, Inc. and DELTA INDUSTRIES, INC. for cell site MEM-037

HIS AMENDMENT TO THE LEASE by and between DELTA INDUSTRIES, INC. ("Lessor") and Chasetel Real Estate Holding Company, Inc. ("Lessee") for property located at 10270 Highway 178, Olive Branch, MS 38654.

WITNESSETH:

WHEREAS, on 6/27, 2003 Lessor and Lessee ("the Parties") entered into the Lease; and

WHEREAS, the Parties desire to amend the Lease in order to adjust the Basic Rent and Basic Rent Escalation amounts.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Agreement which is hereby amended as follows:

1. Current Lease Terms. The Lease currently provides as follows:

Lease Commencement Date: February 1, 2001  
Rent Commencement Date: February 1, 2001  
Current Monthly Rent: \$  
Current Escalation Rate:  
Date of Last Escalation: February 1, 2003

2. Amended Lease Terms. The Lease terms shall be amended as follows:

Amended Monthly Rent:

Effective Date of Amended Monthly Rent: First day of month following full execution of Amendment.

Escalations: No further escalations until the end of the Initial Term. Thereafter, escalations upon exercise of renewal option, but no more than once every 5 years.

Amended Escalation rate upon exercise of a renewal option: \_\_\_\_\_, applied at the end of the Initial Term on February 1, 2006 to the Basic Rent amount in effect immediately preceding the commencement of the renewal term, and similarly applied to the Basic Rent then in effect at each subsequent 5-year Escalation Date. The new Basic Rent amount will be in effect for the duration of each Renewal Term.

No Other Amendment. Other than as expressly set forth herein, all of the terms and provisions of the Lease shall remain in full force and effect, without any change whatsoever.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day signed below.

WITNESS:

Tania S. Liles  
Name: Tania S. Liles  
Date: 6/27/03

LESSOR: DELTA INDUSTRIES, INC.

By: [Signature]  
Name: \_\_\_\_\_  
Title: Vice President  
Date: 6/27/03

WITNESS:

Mary E. Hackney  
Name: Mary E. Hackney  
Date: 6-11-03

LESSEE: Chasetel Real Estate Holding Company, Inc.

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 6/11/03